

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

<div>In re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO, as representative of THE COMMONWEALTH OF PUERTO RICO, <i>et al.</i>, Debtors.¹</div>	<div>PROMESA Title III No. 17 BK 3283-LTS Re: ECF No. 1065-1 (Jointly Administered)</div>
<div>In re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO, as representative of THE COMMONWEALTH OF PUERTO RICO Debtor.</div>	<div>PROMESA Title III No. 17 BK 3283-LTS This Stipulation relates only to the Commonwealth and shall only be filed in the lead Case No. 17 BK 3283-LTS</div>

**STIPULATION LIFTING THE AUTOMATIC STAY BETWEEN
THE COMMONWEALTH OF PUERTO RICO AND AQUASUR CORPORATION**

This stipulation (the “Stipulation”) is made as of October 10, 2017, by and between the Commonwealth of Puerto Rico (the “Commonwealth”) and Aquasur Corporation (the “Movant”).²

¹ The Debtors in these Title III Cases, along with each Debtor’s respective Title III case number and the last four (4) digits of each Debtor’s federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (“COFINA”) (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority (“HTA”) (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); and (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (“ERS”) (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686). (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

² The Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), as the Debtors’ representative pursuant to section 315(b) of the Puerto Rico Oversight, Management, and Economic Stability Act (“PROMESA”), has authorized the Department of Justice to file this Stipulation on behalf of the Commonwealth.

RECITALS

WHEREAS, on May 9, 2017, the Commonwealth, by and through the Oversight Board, as the Commonwealth's representative pursuant to PROMESA section 315(b), filed a petition with the United States District Court for the District of Puerto Rico (the "District Court") under title III of PROMESA (the "Title III Case");

WHEREAS, on August 17, 2017, the District Court entered the *Order Amending Case Management Procedures* (the "Case Management Order"), which revised the *Notice, Case Management and Administrative Procedures* to implement a protocol (the "Lift Stay Protocol") for filing motions for relief from the automatic stay set forth in Bankruptcy Code sections 362(a) and 922(a), made applicable to the Title III Case by PROMESA section 301(a) (the "Title III Stay") [ECF No. 1065];

WHEREAS, under the Lift Stay Protocol, Movant is required to (a) send notice (the "Lift Stay Notice") to counsel to the Oversight Board and the Puerto Rico Fiscal Agency and Financial Advisory Authority ("AAFAF") to advise them of Movant's intent to seek relief from the Title III Stay at least fifteen (15) business days prior to filing a motion seeking such relief (the "Lift Stay Notice Period") and (b) meet and confer with the Commonwealth during the Lift Stay Notice Period

WHEREAS, on August 17, 2017, Movant sent its Lift Stay Notice to the Oversight Board and AAFAF seeking to lift the Title III Stay to proceed with the case captioned Puerto Rico Land and Fruit S.E. v. Aquasur Corporation, Civil Case No. 17-1992 (CCC) pending before the District Court, originally filed as case number NSCI201600518 (302) before the Superior Court of Fajardo (collectively, the "Prepetition Action");

WHEREAS, after the commencement of the Prepetition Action, the plaintiff in the Prepetition Action filed a third-party complaint against the Puerto Rico Department of Natural Resources, an agency of the Commonwealth protected by the Title III Stay (the “PRDNR”);

WHEREAS, the parties to the Prepetition Action are not seeking (a) any monetary awards or compensation from the Commonwealth or the PRDNR, (b) to create, perfect, or enforce any lien against the Commonwealth or the PRDNR, or (c) to collect or setoff any debt or liability claim against the Commonwealth or the PRDNR; and

WHEREAS, during the Lift Stay Notice Period, the Commonwealth and Movant met and conferred and have resolved Movant’s request for relief from the Title III Stay.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Commonwealth and Movant, through their counsel, each of whom represent and warrant they possess the requisite authority to bind the respective parties hereto, as follows:

1. The Title III Stay is hereby lifted in favor of Movant in order to commence and/or continue with the Prepetition Action. Movant represents that lifting the stay will have no interference with the Title III case since it regards private parties and the Commonwealth or PRDNR is only being brought as a third-party defendant and/or party in interest.

2. Upon approval of this Stipulation, Movant shall move, within 30 days, for the dismissal of the third-party complaint against the PRDNR for lack of subject matter jurisdiction in the District Court, and for remand of the remainder of the case to the Court of First Instance.

3. Movant represents that the claims alleged in the Prepetition Action lack any connection to the Title III case and Movant further represents that lifting the stay, will not interfere with it. Furthermore, Movant represents and warrants that Movant will not try to create, perfect or enforce any lien against the Commonwealth and/or any of its instrumentalities nor it has and will

not have any allegations to collect or setoff any debt or liability claim against the Commonwealth and/or any of its instrumentalities. In addition, no monetary award or compensation from the Commonwealth and/or any of its instrumentalities is or will be sought and/or enforced by Movant.

4. It is understood by Movant that nothing contained herein shall: (a) require the Commonwealth or the PRDNR to satisfy any monies allegedly owed to Movant regarding the claims asserted in the Prepetition Action; or (b) constitute a determination of any type of liability or monetary claim of any kind as to the Commonwealth or the PRDNR.

5. Nothing contained in this Stipulation shall operate as a waiver or modification of the Title III Stay so as to permit the prosecution of any claim against the PRDNR, the Commonwealth, or any of the other Title III debtors, including by Movant, and the Commonwealth reserves all rights, defenses, and protections with respect to any matters pending in the Title III Case.

6. The Commonwealth and Movant represent and warrant that they are properly and fully empowered to enter into and execute this Stipulation, that they know of no contractual commitment or legal limitation of, impediment to, or prohibition against their entry into this Stipulation, and that the Stipulation is legal, valid, and binding upon them.

7. Neither this Stipulation, nor the settlement provided for herein, nor any statement made, action, or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Stipulation shall be deemed to be, or construed as, (a) an admission by any party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit; (b) a waiver of the Commonwealth's rights to dispute, contest, setoff, or recoup any claim, including any claims asserted by Movant in the Prepetition Action or assert any related rights, claims, or defenses and all such rights are reserved; or (c) an approval or assumption of any agreement or contract between the parties under Bankruptcy Code section 365.

8. This Stipulation contains the entire agreement by and between the parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

9. This Stipulation shall be construed and interpreted in accordance with the laws of Puerto Rico. For purposes of construing this Stipulation, neither of the parties shall be deemed to have been the drafter of the Stipulation.

10. Electronic copies of signatures on this Stipulation are acceptable, and an electronic copy of a signature on this Stipulation is deemed an original. This Stipulation may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.

11. This Stipulation may not be modified other than by a signed writing executed by the parties hereto.

12. The District Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

13. This Stipulation shall be immediately effective and enforceable upon approval by the District Court.

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IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the parties have executed and delivered this Stipulation as of the date first set forth above.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 10th day of October, 2017.

WANDA VÁZQUEZ GARCED
Secretary of Justice

/s/ WANDYMAR BURGOS

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SO ORDERED.

Dated: October 18, 2017

/s/ Laura Taylor Swain

HONORABLE LAURA TAYLOR SWAIN
UNITED STATES DISTRICT JUDGE